

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco*

*P.O. Box 420603  
CA 94142-0603*



## **HOLIDAY PROVISIONS**

FOR

CARPENTER AND RELATED TRADES  
CARPENTER AND RELATED TRADES (SECOND SHIFT)  
CARPENTER AND RELATED TRADES (THIRD SHIFT)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA,  
MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, YOLO, AND YUBA COUNTIES.

**2007-2012 CEA/CARPENTERS MASTER LABOR AGREEMENT****MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding entered into this 29 day of May, 2007, extends the current Master Labor Agreement between the Construction Employers' Association (CEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2012 and provides the following modifications to the 2003-2008 CEA/Carpenters Master Labor Agreement:

**I. Term of Agreement:**

Agreement shall be effective July 1, 2007 through June 30, 2012.

**II. Wage and fringe benefit increases are as follows:****A. Area 1 (Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma):**

July 1, 2007 - \$2.25

\$1.00 - Wages

\$1.00 - H&W

\$ .20 - Pension

\$ .05 - Vacation

For extended employers, waive \$.50 previously allocated to Building Industry Trust.

For employers who do not extend Agreement through June 30, 2012, \$.50 previously allocated to Building Industry Trust shall be re-allocated as follows:

\$.25 - H&W

\$.25 - Apprenticeship

July 1, 2008 - \$2.80\*

July 1, 2009 - \$2.90\*

July 1, 2010 - \$3.10\*

July 1, 2011 - \$3.70\* \*\*

\* Total package increases include \$.50 per year pre-allocated to Health & Welfare, \$.50 per year pre-allocated to Pension, \$.05 per year pre-allocated to apprenticeship, and \$.05 per year pre-allocated to Vacation. The Union reserves the right to reallocate.

\*\* Includes "Incentive" Memorandum of Understanding expressly and permanently waiving \$.50, effective July 1, 2011 for employers who extend a future new Agreement.

**B. Area 2 (Counties of Monterey, San Benito and Santa Cruz):**

July 1, 2007 - \$2.25

\$1.00 - Wages

\$1.00 - H&W

a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed, nine and one-half (9-1/2) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein."

IX. Section 25 (Holidays) – Modify as follows:

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/holidays:

2007: Friday, May 25<sup>th</sup>; Friday, August, 31<sup>st</sup>; Monday, December 24<sup>th</sup>; Monday, December 31<sup>st</sup>

2008: Friday, February 15<sup>th</sup>; Friday, May 23<sup>rd</sup>; Friday, August 29<sup>th</sup>; Friday, December 26<sup>th</sup>

2009: Friday, January 2<sup>nd</sup>; Friday, February 13<sup>th</sup>; Friday, May 22<sup>nd</sup>; Friday, September 4<sup>th</sup>

2010: Friday, February 12<sup>th</sup>; Friday, May 28<sup>th</sup>; Friday, July 2<sup>nd</sup>; Friday, September 3<sup>rd</sup>

2011: Friday, February 18<sup>th</sup>; Friday, May 27<sup>th</sup>; Friday, July 1<sup>st</sup>; Friday, September 2<sup>nd</sup>

2012: Friday, May 25<sup>th</sup>; Friday, August 31<sup>st</sup>; Monday, December 24<sup>th</sup>; Monday, December 31<sup>st</sup>

The four designated off/collectively bargained holidays shall be governed by Section 26 "Overtime."

X. Section 28 (Tools) – Modify as follows:

The maximum reimbursement for loss of tools shall be changed from \$500 to \$750.

XI. Section 31 (Payment of Wages) – Modify second paragraph as follows:

Each individual employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the individual employer's contractor's license number and/or address and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time

23-31-1

**RECEIVED**  
Department of Industrial Relations

AUG 11 2004

Div. of Labor Statistics & Research  
Chief's Office

2003-2008

**CARPENTERS' MASTER AGREEMENT**

Between

**CONSTRUCTION EMPLOYERS' ASSOCIATION  
OF CALIFORNIA**

and

**CARPENTERS' 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD**

of the

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA (AFL-CIO)**

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under terms and conditions of this Section 23 as to hours worked and rate of pay.

## **SECTION 24**

### **WORK WEEK**

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates. As a courtesy, the individual employer shall advise the appropriate District office of the NCCRC whenever it intends to implement the Saturday make-up day. (The NCCRC district office phone numbers are as follows: Northern (916) 498-1002, Southern (408) 445-3000, and Central (510) 568-4788.)

On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein.

## **SECTION 25**

### **HOLIDAYS**

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/holidays:

2003: Friday, February 14<sup>th</sup>; Friday, May 23<sup>rd</sup>; Friday, August 29<sup>th</sup>; Friday, December 26<sup>th</sup>.

2004: Friday, January 2<sup>nd</sup>; Friday, May 28<sup>th</sup>; Friday, September 3<sup>rd</sup>; Friday, December 24<sup>th</sup>.

2005: Friday, February 18<sup>th</sup>; Friday May 27<sup>th</sup>; Friday July 1<sup>st</sup>; Friday, September 2<sup>nd</sup>.

2006: Friday, February 17<sup>th</sup>; Friday May 26<sup>th</sup>; Monday, July 3<sup>rd</sup>; Friday, September 1<sup>st</sup>.

2007: Friday, May 25<sup>th</sup>; Friday, August, 31<sup>st</sup>; Monday, December 24<sup>th</sup>; Monday, December 31<sup>st</sup>.

2008: Friday, February 15<sup>th</sup>; Friday, May 23<sup>rd</sup>; Friday, August 29<sup>th</sup>; Friday, December 26<sup>th</sup>.

The four designated off/collectively bargained holidays shall be governed by Section 26 "Overtime."

## **SECTION 26 OVERTIME**

- A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on Saturdays.

Time and one-half shall be paid for the first eight (8) hours worked on the four designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight-time rate.

- B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy

**APPENDIX F**  
**CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES**  
**BRIDGE STRUCTURE AND HIGHWAY RELATED**  
**ADDENDUM TO THE 2003-2008 CEA-CARPENTERS**  
**MASTER AGREEMENT**

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to Highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board, for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

**SECTION 1—COVERAGE**

All work performed by Bridge Builder Carpenters on highway construction including the construction, improvement, modification and demolition of all or any part of streets, highway and bridges.

**SECTION 2—MOBILITY AND HIRING**

There will be no restrictions on the free movement of workers employed by a signatory employer from one job to another anywhere within the 46 Northern California Counties. Should an employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

**SECTION 3—WORK REGISTRATION**

The Union will provide a separate format for work registration as a Bridge Builder Carpenter in their hiring hall procedures. When the Individual Employer requests a Bridge Builder Carpenter, the Union will only dispatch those members who have indicated Bridge Builder work experience. The dispatch of apprentices shall not be subject to this provision.

The parties agree that to adequately respond to the needs of the bridge building industry, the Union has agreed to establish a one-stop hiring procedure. The Union has agreed to establish a 1-800 number for Bridge Builder dispatch requests.

**SECTION 4—WAGES & FRINGE BENEFITS**

- A. Wage and fringe benefit rates for Bridge Builder Carpenters shall be as provided in Section 39 A, B, C and D of the 2003-2008 CEA/Carpenters Master Agreement, effective July 1, 2003.

B. Future wage and/or fringe benefit considerations.

Wage and Fringe benefit increases will be uniform throughout the entire 46 Northern California Counties pursuant to Section 39 (E) of the 2003-2008 CEA/Carpenters Master Agreement.

In addition, the following wage only increase shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Section 39 B(2), B(3), C(2) or C(3) of the CEA/Carpenters Master Agreement to equalize Bridge Builder wages throughout the 46 Northern California Counties.

Three (3) Counties Area

January 1, 2004 - \$0.88

Thirty-Four (34) Counties Area

January 1, 2004 - \$1.16

**SECTION 5—HOLIDAY/DESIGNATED OFF DAYS**

A. Thirty-Four (34) Counties and Three (3) Counties Area:

Section 25 of the Master Agreement shall be modified as follows:

The following are recognized holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

B. Nine (9) Counties Area:

The nationally recognized holidays and designated off/holiday days shall be in accordance with the provisions of Section 25 of the Carpenters Master Labor Agreement.

**SECTION 6—FOUR BY TEN (4 X 10) WORKWEEK**

An individual Employer may establish a workweek for four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays, and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shift's work for which ten (10) hours shall be



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 10th day of August, 2007, extends the current Master Labor Agreement between the Millwright Employers' Association (MEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2012, and provides the following modifications to Appendix B of the 2007-2012 CEA/Carpenters Master Labor Agreement.

### Section 1 (Travel and Subsistence):

Modify as follows, effective January 1, 2008:

Paragraph (b)—Increase dollar amount from \$15.00 to \$25.00

Paragraph (c)—Increase dollar amount from \$32.50 to \$50.00

Paragraph (f)—Increase dollar amount from \$15.00 to \$25.00

### Section 3 (Foreman):

Modify paragraph B as follows, effective January 1, 2008:

Increase Foreman hourly wage rate from \$2.00 over Millwright's scale to \$2.50 over Millwright's scale

### Section 4 (Wage Rates):

Modify as per the wage and fringe benefit increases and effective dates contained in the 2007-2012 CEA/Carpenters Master Agreement

RECEIVED

Department of Industrial Relations

AUG 10 2007

### Section 7 (Millwright Employers' Construction Advancement Program):

Remove all references to "AFL-CIO"

Div. of Labor Statistics & Research  
Chief's Office

### Section 8 (Tools):


Modify as follows, effective January 1, 2008:

Paragraph A—Increase dollar amount from \$750 to \$850

Paragraph B—Increase dollar amount from \$1,500 to \$1,700

All modifications to the Master Agreement contained in the CEA/Carpenters extended agreement, attached hereto, are agreed to and incorporated into this Agreement.

All other terms and conditions contained in Appendix B of the 2003-2008 Master Labor Agreement by and between the Millwright Employers' Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.

  
Carpenters 46 Northern California  
Counties Conference Board

Date

8/9/07

  
Millwright's Local Union #102

Date

8/9/07

  
Millwright Employers' Association

Date

8/9/07